

<i>SERFF Tracking Number:</i>	<i>LLAC-126991539</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Life Assurance Company of Boston</i>	<i>State Tracking Number:</i>	<i>47747</i>
<i>Company Tracking Number:</i>	<i>E-2010100</i>		
<i>TOI:</i>	<i>A10 Annuities - Other</i>	<i>Sub-TOI:</i>	<i>A10.000 Annuities - Other</i>
<i>Product Name:</i>	<i>IRA Endorsement</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Liberty Life Assurance Company of Boston

Product Name: IRA Endorsement

SERFF Tr Num: LLAC-126991539 State: Arkansas

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-Closed
Closed

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: E-2010100

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Andrew Baron, Margaret
Gallagher, Lindsey Boisvert

Disposition Date: 01/21/2011

Date Submitted: 01/19/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: NH is a member of
the IIPRC, which is pending review.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/21/2011

State Status Changed: 01/21/2011

Deemer Date:

Created By: Margaret Gallagher

Submitted By: Margaret Gallagher

Corresponding Filing Tracking Number:

Filing Description:

RE: E-2010100 Individual Retirement Annuity Endorsement

The above referenced form is being submitted for review and approval. This form is new and will not replace any forms currently on file with the Department. This form was drafted with the assistance of outside tax counsel to ensure compliance with IRS prototype approval requirements.

Form E-2010100 is an Individual Retirement Annuity Endorsement that is meant to qualify the contract to which it is attached as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code.

SERFF Tracking Number: LLAC-126991539 State: Arkansas
Filing Company: Liberty Life Assurance Company of Boston State Tracking Number: 47747
Company Tracking Number: E-2010100
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: IRA Endorsement
Project Name/Number: /

This form is intended to be used with applicable single premium deferred annuity and flexible premium deferred annuity products. Forms currently approved to which this endorsement will be attached include the following:

Form #	Form Name	SERFF ID	Approval Date
SPDA-200412-APP	Application for Fixed Premium Deferred Annuity	USPH-5YBKRZ142	6/10/2004

SPDA-200411 Single Premium Deferred Annuity Contract USPH-5YRPX4979 5/11/2004
SPDA-200411 Contract Information Page

APP-2010022 Application for Fixed Premium Deferred Annuity LLAC-126735961 11/1/2010
SPDA-2010023 Single Premium Deferred Annuity Contract
SPDA-2010023-M Contract Information Page

SPDA-2010090 Single Premium Deferred Annuity Contract LLAC-126914232 11/23/2010
SPDA-2010090-B1 Contract Information Page
SPDA-2010090-B5
SPDA-2010090-L1
SPDA-2010090-L5

FPDA-200460 Flexible Premium Deferred Annuity Contract USPH-62GRHL224 7/20/2004
FPDA-200460 Contract Information Page

The form will be made a part of the contract at contract issue and after issue.

The form is intended to be used with new issues and in-force issues.

The Statement of Variability form identifies variable information for the form being filed. Brackets are used on the form to identify the variable material. These brackets will not appear on final production versions of the form.

Company and Contact

Filing Contact Information

Margaret Gallagher, Senior Product and Contract Analyst 100 Liberty Way Dover, NH 03820	Margaret.Gallagher@LibertyMutual.com 800-451-7065 [Phone] 36130 [Ext] 603-743-3162 [FAX]
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Filing Company Information

<i>SERFF Tracking Number:</i>	<i>LLAC-126991539</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Liberty Life Assurance Company of Boston</i>	<i>State Tracking Number:</i>	<i>47747</i>
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<i>Product Name:</i>	<i>IRA Endorsement</i>		
<i>Project Name/Number:</i>	<i>/</i>		
Liberty Life Assurance Company of Boston	CoCode: 65315	State of Domicile: New Hampshire	
100 Liberty Way	Group Code:	Company Type:	
Dover, NH 03820	Group Name:	State ID Number:	
(800) 451-7065 ext. [Phone]	FEIN Number: 04-6076039		

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Liberty Life Assurance Company of Boston	\$50.00	01/19/2011	43911601

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
	\$0.00	

SERFF Tracking Number:	LLAC-126991539	State:	Arkansas
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TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	IRA Endorsement		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/21/2011	01/21/2011

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Disposition

Disposition Date: 01/21/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	LLAC-126991539	State:	Arkansas
Filing Company:	Liberty Life Assurance Company of Boston	State Tracking Number:	47747
Company Tracking Number:	E-2010100		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	IRA Endorsement		
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Individual Retirement Annuity Endorsement		Yes

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Form Schedule

Lead Form Number: E-2010100

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	E-2010100	Policy/Cont Individual Retirement Initial ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider			0.000	E-2010100 Rev 12-10.pdf

**INDIVIDUAL
RETIREMENT
ANNUITY
ENDORSEMENT**

Definition

The meaning of the word “policy” is the same as “contract.”

Purpose of Endorsement

This endorsement is meant to qualify the contract to which it is attached as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code).

Modification of Contract

Notwithstanding any provision in this contract to the contrary:

1. The contract is established for the exclusive benefit of the owner or his or her beneficiaries. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary (within the meaning of Code Section 401(a)(9)) of a deceased owner, references in this endorsement to the “owner” are to the deceased owner.
2. The entire interest of the owner in the contract is nonforfeitable.
3. All payments that are made while the owner is alive must be made to the owner.
4. You may not designate a contingent annuitant or a joint owner.
5. This contract is not transferable by the owner. In particular, the contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than Liberty Life Assurance Company of Boston (other than a transfer incident to a divorce or separation instrument in accordance with Code Section 408(d)(6)). No loans may be made under this policy unless permitted under federal tax law.
- 6a. The contract to which this endorsement is attached may permit only a single premium, or it may permit flexible premiums. A premium that is permitted under the contract may include a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a nontaxable transfer from an individual retirement plan under Code Section 7701(a)(37), a contribution made in accordance with the terms of a Simplified Employee Pension as described in Code Section 408(k), and a contribution in cash not to exceed the amount permitted under Code Sections 219(b) and 408(b) (or such other amount provided by applicable federal tax law).

Unless otherwise provided by applicable federal tax law, the total cash contribution shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the annual cash contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

- 6b. In the case of an owner who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

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- 6c. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.
- 6d. In addition to the amounts described in paragraphs 6a and 6b above, a premium that is permitted under the contract may include additional contributions specifically authorized by statute, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.
- 6e. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), no contribution will be accepted other than a contribution that is in the form of a direct rollover from an eligible retirement plan of a deceased individual that is permitted under Code Section 402(c)(11), and/or a nontaxable transfer from an individual retirement plan under Code Section 7701(a)(37) of a deceased individual. If contributions are made in the form of a direct rollover and nontaxable transfer, the deceased individual with respect to the eligible retirement plan must be the same as the deceased individual with respect to the individual retirement plan.
- 7a. Notwithstanding any provision of this contract to the contrary, the distribution of the owner's interest in the contract shall be made in accordance with the requirements of Code Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph 8c. below), must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than paragraphs 7b, 7c and 7d below and section 8 below. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), paragraphs 7b, 7c, and 7d below do not apply.
- 7b. Unless otherwise permitted under applicable federal tax law, the owner's entire interest in the contract will begin to be distributed no later than the April 1st following the calendar year in which the owner attains age 70 ½ (the "required beginning date") over (a) the life of the owner or the lives of the owner and his or her designated beneficiary, or (b) a period not extending beyond the life expectancy of the owner or the joint and last survivor expectancy of the owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

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- 7c. The distribution periods described in paragraph 7b above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.
- 7d. If the owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) will be made in accordance with the requirements of Code Section 401(a)(9) and the regulations thereunder. If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. If all or a portion of an individual account is used to purchase an annuity after distributions are required to commence (the required beginning date, in the case of distributions commencing before death, or the date determined under Q&A-3 of Section 1.401(a)(9)-3 of the Income Tax Regulations, in the case of distributions commencing after death), payments under the annuity, and distributions of any remaining account, must be made in accordance with Q&A-5(e) of Section 1.401(a)(9)-5 of the Income Tax Regulations.
- 8a. Death On or After Required Distributions Commence. If the owner dies on or after required distributions begin, the remaining portion of his or her interest will continue to be distributed at least as rapidly as under the Payment of Proceeds option chosen.
- 8b. Death Before Required Distributions Commence. If the owner dies before required distributions begin, his or her entire interest will be distributed at least as rapidly as follows:
1. If the designated beneficiary is someone other than the owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the owner's death, over the life of the designated beneficiary, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the owner's death, or if elected, in accordance with paragraph 8b.3 below. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph 8b.1 if the transfer is made no later than the end of the year following the year of death.

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2. If the owner's sole designated beneficiary is the owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the owner's death (or by the end of the calendar year in which the owner would have attained age 70 $\frac{1}{2}$, if later), over such surviving spouse's life, over a period not extending beyond the remaining life expectancy of the surviving spouse, or if elected, in accordance with paragraph 8b.3 below. If the surviving spouse dies before required distributions begin to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or if elected, will be determined in accordance with paragraph 8b.3 below. If the surviving spouse dies after the required distributions begin to him or her, any remaining interest will continue to be distributed under the Payment of Proceeds Option chosen.
 3. If there is no designated beneficiary, or if applicable by operation of paragraph 8b.1 or 8b.2 above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 8b.2 above).
 4. Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph 8b.1 or 8b.2 and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- 8c. The "interest" in the contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that the annuity contract is annuitized, the "interest" in the contract is treated as an individual account for purposes of Code Section 401(a)(9) and includes the actuarial value of any other benefits provided under the contract such as guaranteed death benefits.
- 8d. For purposes of paragraphs 8a and 8b above, required distributions are considered to begin on the owner reaching the required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 8b.2 above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) in accordance with the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to begin on the annuity starting date.

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- 8e. If the sole designated beneficiary is the owner's surviving spouse, the surviving spouse may treat the contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a regular IRA contribution to the contract, or fails to take required distributions as a beneficiary. Any Waiver of Premium benefit will not be available to the surviving spouse. This election may only be made once, and thus may not be made a second time if the surviving spouse designated beneficiary elects to treat the IRA as his or her own, remarries, and names his or her new spouse as the sole designated beneficiary.
- 8f. The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of Section 1.408-8 of the Income Tax Regulations.
9. In the event of any conflict between the terms of this endorsement and the terms of the contract to which it is attached, including the provisions of any other endorsements or riders issued with the contract, the language in this endorsement shall control. Any distribution options in the contract that are inconsistent with Code Section 401(a)(9) or with other provisions reflecting Code Section 401(a)(9) as are prescribed by the Commissioner of Internal Revenue are overridden and that Section or provision reflecting that Section shall govern. All provisions of the contract and this endorsement shall be interpreted in accordance with qualification as an IRA under Code Section 408(b).
10. We reserve the right to amend this contract from time to time to comply with any changes in the Code, regulations issued under the Code, and administrative rulings affecting IRAs. Any amendment will be made by an endorsement approved by the proper regulatory authorities. We will promptly mail any such amendment to you.
11. We will furnish annual calendar year reports on the status of this contract and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

This Endorsement and the Contract

This endorsement is made a part of your contract. The values and benefits in the contract will not be increased by this endorsement.

Non-Participating

This endorsement is not eligible for dividends.

Effective Date

This endorsement takes effect on contract date.


PRESIDENT

SERFF Tracking Number: LLAC-126991539 State: Arkansas
Filing Company: Liberty Life Assurance Company of Boston State Tracking Number: 47747
Company Tracking Number: E-2010100
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: IRA Endorsement
Project Name/Number: /

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

This endorsement will be used with various annuity products. Please see the general filing description for a list of applications and their approval dates.

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

SOV E-2010100 1-14-2011.pdf

Liberty Life Assurance Company of Boston

STATEMENT OF VARIABILITY

January 14, 2011

E-2010100

Individual Retirement Annuity Endorsement

Variable information is indicated through the use of brackets. Brackets will not appear on the owner's printed contract. Italicized names are descriptive and not literal data.

Bracketed Field Name on form	Description of Variability
<i>Service Center address</i> <i>Service Center phone</i> <i>Signatures and Titles</i>	The addresses, phone number for the service center, signatures and titles are as stated and as applicable based on the form. In the event that these change in the future, a revised Statement of Variability would be filed.
<i>footer Rev 12/10</i>	This is an administrative area used to identify administrative information.

Forms are submitted in final print and are subject to modifications in paper size, color, stock, binding, and ink, shading, borders, font type and size and changes that occur as a result of company adaptation to computer printing/typesetting.